

264091
AGREEMENT NUMBER
WC-3023SC
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Wildlife Conservation Board, Department of Fish and Game

CONTRACTOR'S NAME

Department of Water Resources

2. The term of this Agreement is: September 30, 2003 through December 31, 2006

3. The maximum amount of this Agreement is: \$ 20,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

3 page(s)

Exhibit B – Budget Detail and Payment Provisions

2 page(s)

Exhibit C* – General Terms and Conditions

GIA-101

Check mark one item below as Exhibit D:

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Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

0 page(s)

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Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

0 page(s)



Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Department of Water Resources

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

Michael J. Spear, Interim Director

ADDRESS

P.O. Box 942836
Sacramento, CA 94236-0001

STATE OF CALIFORNIA

AGENCY NAME

Wildlife Conservation Board

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

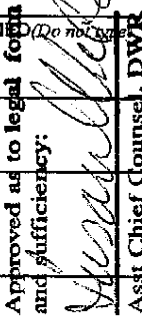
Al Wright, Executive Director

ADDRESS

1807 13th Street, Suite 103, Sacramento, CA 95814

DATE SIGNED (Do not type)

10/14/03

Approved as to legal form and sufficiency:

Asst Chief Counsel, DWR

California Department of General
Services Use Only

APPROVED

OCT 31 2003

DEPT OF GENERAL SERVICES


☐ Exempt per:

Exhibit A
Salton Sea Habitat Restoration and Planning Project
Scope of Work

Purpose of the Agreement

This Agreement is entered into by and between the California Department of Water Resources, hereinafter referred to as DWR, and the Wildlife Conservation Board, hereinafter referred to as WCB, for the purposes of DWR causing to complete a habitat restoration study and other planning activities related to the restoration and protection of the Salton Sea (the "Project"), located in Imperial and Riverside Counties, California. The Budget Act of 2003 (Budget Item 3640-301-6031) authorizes the Wildlife Conservation Board (WCB) to transfer \$10,000,000 to the Department of Water Resources (DWR) to allow DWR to conduct studies and select the best alternative to protect and restore the Salton Sea. This agreement implements that authorization, and provides an additional \$10,000,000, to assure satisfactory completion of the studies.

Fish and Game Code Section 2081.7 requires the Secretary for Resources to undertake a Salton Sea restoration study that establishes specified evaluations and findings. The study is to be performed in consultation with an advisory committee as provided for in the statute. DWR is conducting the restoration study on behalf of the Secretary.

Project purpose

Prior federal studies demonstrated that preserving the entire Salton Sea as it now exists (present extent, salinity levels, and associated fish and wildlife resources) would be infeasible. The goal of the Project is to design and evaluate alternatives for sea restoration and preservation at a smaller scale. Alternatives considered must maximize fish and wildlife resources at the sea while also providing for recreational uses and economic development potential associated with restoration. The preferred alternative would provide the greatest diversity and quantity of fish and wildlife resources at the sea consistent with funding available for restoration. State legislation (SB 277, SB 317, and SB 654) require that the Project be completed by December 31, 2006, and that the Secretary for Resources then select the alternative to be implemented.

Background

No prior reconnaissance or appraisal-level studies have been performed for the smaller-scale restoration approach. There has been minimal prior field data collection of the information needed to verify engineering feasibility, especially with respect to geotechnical data. The Project must cover a substantial amount of work that would normally already have been performed prior to beginning feasibility-level investigations.

It is estimated that the present Salton Sea will soon – perhaps within a decade – become too saline to support its present fishery and avian populations. The Project includes concurrent implementation of pilot studies to validate proposed technologies, to facilitate rapid implementation of the selected restoration alternative.

Primary task areas

Task 1. Prepare and implement public involvement plan. Includes supporting the legislatively required advisory committee and performing specified legislatively required consultation. Also includes public meetings for Programmatic Environmental Impact Report/Programmatic Environmental Impact (PEIR/PEIS) Statement scoping.

Task 2. Develop initial alternatives for screening – identify full range of smaller-scale restoration alternatives, review with stakeholders. Restoration alternatives will encompass development of hypersaline, marine, marsh, and upland habitat.

- Conceptual proposals put forward by Black & Veatch/U.S. Filter called for large-scale diking to segregate the present sea into hypersaline and marine areas. Additional configurations of such diking approaches must be sized and considered. Concepts for marsh, upland, and hypersaline habitat must be developed *de novo*.
- Conceptual hydrology and water budgets must be developed for each of the potential alternatives. Water budgets must be consistent with Law of the River.
- Conceptual land/habitat management plans with particular attention to air quality impacts must be developed for each of the potential alternatives.

Task 3. Alternatives screening – develop screening criteria and use criteria and stakeholder input to select alternatives for detailed study.

Task 4. Identify data collection needs associated with alternatives selected for detailed study, obtain the data. Major areas include:

- Extensive geotechnical data collection is required for dike embankment/foundation and erosion control analyses. Requires underwater drilling/sample collection, with possible use of sub-sea acoustic remote sensing technology for fault mapping. Geologic mapping (fault and geothermal hazard zones) must be prepared.
- Additional air quality (PM10) background monitoring.
- Update existing fish and wildlife/habitat data.
- Water and soil chemistry data collection for bench & pilot desalting evaluations and for corrosion control applications.

Task 5. Prepare preliminary designs and cost estimates for selected alternatives. Major elements include earthwork (basins, dikes), conveyance (pipeline/canal), erosion/dust control, desalting facilities, constructed habitat, and recreation facilities.

Task 6. Design & implement concurrent pilot studies to evaluate embankment construction, wind erosion/dust control, habitat design, and desalting pre-treatment. Pilot studies are to validate site-specific use of proposed technologies and to refine cost estimates. Includes:

- Build instrumented test embankments to evaluate embankment and foundation shear strength, consolidation, compaction standards, materials handling techniques.
- Monitor air quality at constructed test plots treated with control measures such as soil polymers, geotextiles, armoring, or vegetation.
- Construct test avian feeding/resting areas, evaluate initial avian usage.
- Construct pilot-scale membrane desalting plant.

Task 7. Impact analysis – perform National Environmental Policy Act and California Environmental Quality Act impact analyses for selected alternatives, including socioeconomic analyses.

Task 8. Prepare financing plans for alternatives judged most feasible.

Task 9. Report preparation – draft and final restoration study and PEIR/PEIS.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISION

Description	Estimated Cost
Task 1. Develop and implement public involvement plan	\$3,100,000.00
Task 2. Develop alternatives	\$1,700,000.00
Task 3. Screen alternatives and select alternatives for further study	\$1,300,000.00
Task 4. Identify data collection needs for selected alternatives	\$2,400,000.00
Task 5. Prepare preliminary designs and cost estimates for alternatives	\$2,800,000.00
Task 6. Design & implement concurrent pilot studies	\$3,300,000.00
Task 7. Perform impact analysis (NEPA & CEQA) for selected alternatives	\$2,400,000.00
Task 8. Prepare financing plans for most feasible alternatives	\$600,000.00
Task 9. Prepare draft and final restoration study report and PEIR/PEIS	\$2,400,000.00
TOTAL ESTIMATED COST	\$20,000,000.00

Budget Provisions

1. The Wildlife Conservation Board (WCB) agrees to pay the Department of Water Resources (DWR) actual and direct project costs, not to exceed Twenty Million Dollars and No Cents (\$20,000,000.00), for services rendered under this agreement.

The budget is an estimate of the DWR's anticipated cost of performance. Actual invoiced expenses must be charged against the categories specified in the Budget Detail. If required by actual costs, WCB may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs, providing there are offsetting, decreased expenditures in other budgeted categories. Such requests for budget category changes must be made in writing to the WCB Project Manager.

Payment Provisions

1. In consideration for the satisfactory completion of the services described herein, WCB agrees to pay DWR, in arrears, upon receipt of an invoice, for services rendered under this agreement.

Payment shall be in arrears contingent upon receipt of an invoice received and approved by WCB's project manager. The invoice must be submitted on DWR's letterhead signed by authorized representative, and include:

- a) Agreement number;
- b) Time period covered;

- c) Work completed for the period (detailed statement of services);
- d) Subcontractor services;
- e) Whether the request is for partial payment or final payment.

Submit invoices to: Wildlife Conservation Board
1807 13th Street, Suite 103
Sacramento, California 95814
Attention: Scott Clemons, WCB Project Manager

2. Progress payments are permitted for tasks completed under this agreement. No more than one invoice may be submitted per month.
3. For work accomplished or cost incurred in any other manner (salaries, wages, materials, taxes, permits, equipment rental, fuel, etc.), the request for payment should include invoices itemized as to actual and direct expenses.
4. Request for final payment shall be submitted to WCB's Project Manager within thirty (30) days after completion of the work authorized under this agreement.
5. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
6. WCB's Project Manager has initial jurisdiction over each controversy arising under or in connection with the interpretation, performance, or payment under this agreement. DWR will diligently pursue with WCB's Project Manager mutually agreeable settlement of any such controversy. If the controversy cannot be resolved at this stage, DWR must direct the grievance together with any evidence, in writing, to the Executive Director of the Board. The grievance must state the issues in the dispute, the legal authority or other basis for DWR's position and the remedy sought. The Executive Director or designee shall meet with DWR to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to DWR within twenty (20) working days of receipt of DWR's letter.

The Project Managers for WCB and DWR are as follows:

WCB Project Manager

Scott Clemons
1807 13th Street, Suite 103
Sacramento, CA 95814
(916) 445-1072

DWR Project Manager

John Vrymoed
P.O. Box 942836
Sacramento, CA 94236-0001
(916) 653-2986

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.